



Health Services
LOS ANGELES COUNTY

December 12, 2006

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles 383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A STATE OF CALIFORNIA AGREEMENT FOR THE
HEALTH CARE WORKFORCE DEVELOPMENT PROGRAM**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign an Agreement with the State of California, Exhibit I, to accept a \$5.700 million grant for the Health Care Workforce Development Program (HCWDP), effective July 1, 2006 through December 31, 2007.
2. Authorize the Director of Health Services, or his designee, to increase expenditures of Tobacco Settlement funds for the HCWDP by \$1.584 million, from \$0.900 million previously authorized by your Board to \$2.484 million, as included in the Fiscal Year 2006-07 Final Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

On June 30, 2006, the Governor signed the 2006-07 Budget Act which authorizes \$5.700 million State general funds to the HCWDP which was previously supported with Governor's discretionary Workforce Investment Act funds. Approval of this action will allow the HCWDP to continue the training and education programs that include Board-approved contracts with local colleges to prepare Department of Health Services (DHS) employees for health professions critically needed by DHS and to provide skill enhancement courses.

IMPLEMENTATION OF STRATEGIC PLAN GOALS:

The recommended action is consistent with Goal #2 of the County Strategic Plan, Workforce Excellence, to enhance the quality and productivity of the County workforce.

FISCAL IMPACT/FINANCING:

The total FY 2006-07 budget for HCWDP is \$8.584 million, of which \$5.700 million is State funded, \$0.400 million is offset by a State grant for nursing education, and \$2.484 million (\$1.584 million of which is requested in this letter) is County funded from Tobacco Settlement funds. Although the Tobacco Settlement funding is already

Bruce A. Chernof, MD
Director and Chief Medical Officer

John R. Cochran III
Chief Deputy Director

William Loos, MD
Acting Senior Medical Officer

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213) 240-8101
Fax: (213) 481-0503

www.ladhs.org

*To improve health
through leadership,
service and education.*

www.ladhs.org



reflected in the FY 06-07 budget, the Board's separate action is necessary because the Department only has authority to expend up to \$0.900 million (Board approved on 3/21/06). The approval of the \$1.584 million authorizes the Department to expend the full \$2.484 million included in the FY 06-07 Final Budget. Given the fiscal outlook for FY 2007-08 and beyond, the Department will evaluate the Program within 90 days, and assess future County allocations beyond the anticipated State \$5.767 million funding for next fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Under the terms and conditions of the 1115 Medicaid Waiver Demonstration Project (Waiver), the State and County were to fund \$40.000 million at a 2 to 1 sharing ratio: \$26.667 million from the State and \$13.333 million from the County. State funds were not available until late June 2002; therefore, the \$40.000 million could not be completely spent by June 30, 2005, when the Waiver ended.

On March 21, 2006, the Board authorized the expenditure of \$0.900 million in County Tobacco Settlement funds for FY 2006-07. This action authorizes expenditure of an additional \$1.584 million of County Tobacco Settlement funds for a total of \$2.484 million in FY 2006-07, and a revised total County share of \$15.455 million. The full \$2.484 in appropriation authority in the DHS budget has already been approved by the Board. DHS is recommending Board approval to maintain programs to fill critical nursing and allied health professions that are essential to DHS in retaining stable employment and improving the quality and access to healthcare services. Since 2003-04, HCWDP expenditures have grown as the multi-year nursing and other allied health programs have expanded. Currently, HCWDP is operating five nursing programs, five medical record coding programs, and a psychiatric technician program, accounting for the current budget request. Only \$15.200 million of the State's share of \$26.667 million had been expended by the end of FY 2005-06. Of the remaining \$11.467 million State funds, \$5.700 million has been allocated from State general funds for this agreement term (FY 2006-07). HCWDP has notified the State that they expect to fully expend these funds during FY 2006-07, and the remaining \$5.767 million will be requested to cover FY 2007-08.

The HCWDP continues to focus its training efforts to fill critical shortages such as nursing, medical record coders, and psychiatric technicians. HCWDP coordinates with facility administrators to minimize impact on patient services when employees are released to attend training programs.

Out of the approximately 19,000 permanent DHS workers who provide direct patient care or allied services, approximately 7,500 have already received one or more training services since the program's inception in July 2001. As a result of this year's funding, an additional 2,100 DHS employees will be enrolled into the program, and approximately 4,100 training activities will be provided. This number includes approximately 150 employees who have remained in long-term nursing and medical record coder programs that began in FY 2005-06.

County Counsel has reviewed the Agreement (Exhibit I) as to form.

Attachment A provides additional information.

Attachment B is the Grant Management Statement for grant awards exceeding \$100,000.

The Honorable Board of Supervisors
December 12, 2006
Page 3

CONTRACTING PROCESS:

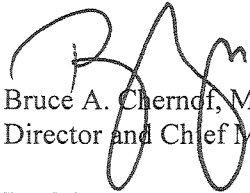
Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The long-term training and education programs will continue uninterrupted and additional DHS participants will receive training services.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



Bruce A. Chernof, M.D.
Director and Chief Medical Officer

BAC:kg
HCWDP StateGrant.wpd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT

1. Type of Service:

In collaboration with SEIU, the Health Care Workforce Development Program provides training and education programs to prepare Department of Health Services (DHS) employees for health professions critically needed by DHS and to provide skill enhancement courses.

2. Agency Address, Contact Person, and Telephone Number(s):

State of California
Employment Development Department
P.O. Box 826880, MIC 50
Sacramento, California 94280-0001
Attention: Cheryl Kemp, Project Manager
Telephone: (916) 651-6074
Fax: (916) 653-0597
E-mail: ckemp@edd.ca.gov

3. Term:

July 1, 2006 through December 31, 2007.

4. Financial Information:

The total Fiscal Year (FY) 2006-07 budget for HCWDP is \$8.584 million, of which \$5.700 million is State funded, \$0.400 million is offset by a State grant for nursing education, and \$2.484 million is County funded from Tobacco Settlement funds. Funding is included in the FY 2006-07 Final Budget. Given the fiscal outlook for FY 2007-08 and beyond, the Department will evaluate the Program with 90 days, and assess future County allocations beyond the anticipated State \$5.767 million funding.

5. Geographic Area:

All Districts.

6. Accountable for Monitoring and Evaluation:

Health Care Workforce Development Program Administration will be responsible for monitoring the agreement in its entirety.

7. Approvals:

Health Care Workforce Development Program: Diane Factor, Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Elizabeth Friedman, Senior Deputy County Counsel

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description

LADHS Health Care Workforce Development Program - The funds will be utilized to maintain programs at the current level which is essential to fill critical nursing and allied health professions.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of CA - EDD	State General Funds	N/A

Total Amount of Grant Funding: \$5.7 Million County Match Requirements \$2.484 Million
 Grant Period: 18 months Begin Date: 07/01/06 End Date: 12/31/07
 Number of Personnel Hired Under this Grant: N/A Full Time Part Time

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program? Yes ☐ No ☐

Will all personnel hired for this program be placed on temporary ("N") items? Yes ☐ No ☐

Is the County obligated to continue this program after the grant expires Yes ☐ No ☒

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ☐ No ☐

b). Identify other revenue sources Yes ☐ No ☐

(Describe)

c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant. Yes ☐ No ☐

Impact of additional personnel on existing space: None

Other requirements not mentioned above None

Department Head Signature

Date

12.1.0



Patrick W. Henning
Director

November 14, 2006



Arnold Schwarzenegger
Governor

EXHIBIT I

69:130

Ms. Diane Factor
Program Director
County of Los Angeles Department of Health Services
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Ms. Factor:

**NEW PY 2006-07 STATE GENERAL FUND SUBGRANT-IMMEDIATE ACTION
REQUIRED**

Enclosed is your new Subgrant Agreement for Program Year (PY) 2006-07. The effective date of this subgrant is July 1, 2006, and the termination date is December 31, 2007. This agreement is funded with State General Funds.

It is your responsibility to obtain official signatures for the Los Angeles County Department of Health Services. In order to implement the subgrant, we request that you review the enclosed material immediately and take the following actions:

1. Complete the following sections of the Exhibit BB, the General Provisions, of the enclosed subgrant.
 - a. Section 2 o). (page 3) "Recycling Certification: The Subgrantee hereby certifies:"
 - b. Section 12 a). (page 5) "Subgrantee will obtain a fidelity bond...". If this action does not apply, place "N/A" in the blank space. Please note: non-governmental Subrecipients, must provide verification of fidelity bond coverage.
 - c. Section 16 b).(2). (page 7) "Notices to the Subgrantee will be addressed to:"
 - d. Section 25 m). (page 14) "For the Subgrantee:"
2. Duplicate five additional copies.
3. Obtain six original signatures by the person authorized to sign on behalf of the Subgrantee.

Ms. Diane Factor
November 14, 2006
Page two

4. Send six completed originally signed copies to the Workforce Services Division (WSD) along with a clear copy of a resolution providing signatory authority. Preferably, resolutions should be drawn up to authorize a designated position, rather than a named individual. The six originals should be sent overnight mail to:

Contracts Desk
Financial Management Unit
Workforce Services Division
800 Capitol Mall, MIC 69
Sacramento, CA 95814-4807

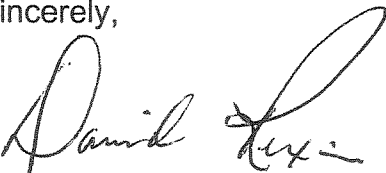
5. Included is a Subgrantee Information Change Form, please complete, sign, date, and return the form with your new subgrant agreement.

Please note that the Confidentiality Requirements (Section 25) provide guidelines as to security involving personal computer systems, computer terminals, mobile computing devices, and various electronic storage media.

It is important to promptly sign and return the enclosed subgrant so processing can be completed and funds can be made available at the earliest possible date.

If you have any questions, please contact your Project Manager.

Sincerely,



 BOB HERMSMEIER
Chief
Workforce Services Division

Enclosures

cc: Cheryl Kemp, MIC 50
Martha Overman, MIC 69

WIA SUBGRANT AGREEMENT

LA COUNTY DEPT OF HEALTH SVCS

REGISTRATION NO: M763592
MODIFICATION NO: NEW
SUBGRANTEE CODE: DHSSUBGRANTOR: State of California
Employment Development Dept.
Workforce Investment Division
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001SUBGRANTEE: LA COUNTY DEPT OF HEALTH SVCS
500 S. VIRGIL AVE, SUITE 200
LOS ANGELES, CA 90020

GOVERNMENTAL ENTITY: YES

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the LA COUNTY DEPT OF HEALTH SVCS, hereinafter the Subgrantee. The Subgrantee agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved WIA Plan for the above named Subgrantor filed with the Subgrantor pursuant to the provisions of the State's Budget Act. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart
General Provisions and standards of ConductExhibit AA, pages 1 through 0
Exhibit BB, pages 1 through 13

General Funds: LA County Health Care Workforce Development

Project Narrative	Exhibit CC 5 pages
Training Outcomes	Exhibit DD 1 page
Budget Plan	Exhibit EE 1 page
Supplemental Budget Form	Exhibit GG 2 pages

ALLOCATION(s):

The Subgrantor agrees to reimburse the Subgrantee
not to exceed the amount listed hereinafter "TOTAL":

PRIOR AMOUNT:	\$0.00
INCREASE/DECREASE:	\$0.00
TOTAL:	\$0.00

TERMS OF AGREEMENT:

From 07/01/2006 to 12/31/2007

Terms of Exhibits are as
designated on each exhibitPURPOSE: To incorporate \$5,700,000 of general funds for the Los Angeles County Health Care
Workforce Development project to run from July 1, 2006 through December 31, 2007.

APPROVED FOR SUBGRANTOR (EDD) (By Signature)

APPROVED FOR SUBGRANTEE (By Signature)

Name and Title

BILL BURKE
ASSISTANT DEPUTY DIRECTOR
WORKFORCE SERVICES BRANCH

Name and Title

I hereby certify that to my knowledge, the budgeted
funds are available for the period and purpose of
expenditures as stated herein:This Agreement does not fall within the meaning of Section
10295 of Chapter 2 of Part 2 of Division 2 of the Public
Contract Code of the State of California and pursuant to
58 OPS Cal. Atty. Gen. 586, is exempt from review or approval
of the Dept. of General Services and the Dept. of Finance:

Signature of EDD Accounting Officer

Signature of EDD Contract Officer

Budget item: 7100 Fund: 0869 Budgetary Attachment: NO
Chapter 047 Statutes: 2006 FY: 06/07

PPS

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Subgrantee Name: LA County Dept of Health Services

Exhibit AA
Page 1 of 1

SUBGRANT NO: M763592
MODIFICATION NO: New

I. ALLOCATION

FUNDING SOURCE		PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
LA County Health Care Workforce Dev.		\$0.00	\$5,700,000.00	\$0.00	\$5,700,000.00
Prog/Element CFDA#	Ref				
TOTAL		\$0.00	\$5,700,000.00	\$0.00	\$5,700,000.00
GRAND TOTAL		\$0.00	\$5,700,000.00	\$0.00	\$5,700,000.00

1. Compliance

In performance of this subgrant agreement, Subgrantee will fully comply with:

- a). All State legislation and regulations to the extent permitted by law and all policies, directives, and/or procedures.
- b). The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies.
- c). Subgrantee will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action.

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Subgrantor and the Subgrantee. Subgrantee represents and warrants it is free to enter into and fully perform this subgrant agreement.

2. Certification and Assurances:

Except as otherwise indicated, the following certifications apply to all Subgrantees:

- a). Corporate Registration: The Subgrantee, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b). During the performance of this Agreement, Subgrantee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Subgrantee shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subgrantee shall comply with provisions of the Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subgrantee shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Subgrantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- c). Sectarian Activities: The Subgrantee certifies that this subgrant agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- d). National Labor Relations Board: The Subgrantee (if not a public entity), by signing this subgrant agreement, does swear under penalty of perjury, that no more than one final unappeasable finding of contempt of court by a federal court has been issued against the Subgrantee within the immediately preceding two-year period because of Subgrantee's failure to comply with an order of a federal court, which orders the Subgrantee to comply with an order of the National Labor Relations Board (PCC10296).
- e). Prior Findings: Subgrantee, by signing this subgrant agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- f). Subgrantee agrees to comply with Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- g). Drug-Free Workplace Certification: By signing this subgrant agreement the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (1). Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2). Establish a Drug-Free Awareness Program as required to inform employees about:

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB

Page 2 of 14

SUBGRANT NO: M763592

MODIFICATION NO: NEW

- the dangers of drug abuse in the workplace;
 - person's or organization's policy of maintaining a drug-free workplace;
 - any available counseling, rehabilitation and employee assistance programs; and,
 - penalties that may be imposed upon employees for drug abuse violations.
- (3). Every employee who works on this subgrant agreement will:
- receive a copy of the company's drug-free policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the subgrant/contract.
- h). Debarment and Suspension Certification: By signing this subgrant agreement, the Subgrantee hereby certifies under penalty of perjury under the laws of the State of California that the Subgrantee will comply with regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98.510, that the prospective participant (i.e., grantee), to the best of its knowledge and belief, that it and its principals:
- (1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transitions by any federal department or agency.
 - (2). Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3). Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
 - (4). Have not within a three-year period preceding this subgrant agreement been convicted of or had one or more public transactions (federal, state or local) terminated for cause of default.
- Where the Subgrantee is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.
- i). Sweatfree Code of Conduct:
- 1). All Subgrantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subgrantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - 2). The Subgrantee agrees to cooperate fully in providing reasonable access to the subgrantees' records, documents, agents or employees, or premises if reasonable required by authorized officials of the Subgrantor, the Department of Industrial Relations, or the Department of Justice to determine the subgrantees' compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.
- j). Unenforceable Provision: In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.
- k). Lobbying Restrictions: By signing this subgrant agreement the Subgrantee hereby assures and certifies to the lobbying restrictions which are codified in the DOL regulations at 29 CFR Part 93.
- (1). No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (2). If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its

instructions.

- (3). The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loans, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly..
- (4). This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

1). Priority Hiring Considerations:

If this subgrant includes services in excess of \$200,000, the Subgrantee shall give priority consideration in filling vacancies in positions funded by the subgrant to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code 10353.

m). Child Support Compliance Act: In accordance with the Child Support Compliance Act, the Subgrantee recognizes and acknowledges:

- (1). The importance of child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

n). Indemnification:

- 1). The following provision applies only if the Subgrantee is a governmental entity:

Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- 2). The following provision applies only if the Subgrantee is a non-governmental entity:

The Subgrantee agrees to the extent permitted by law, to indemnify, defend and save harmless the Subgrantor, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subgrantee in the performance of this subgrant agreement.

Failure to comply with all requirements of the certifications in Section 2 may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subgrantee may be ineligible for award of future state subgrant agreements/contracts if the department determines that any of the following has occurred:

- (1) false information on the certifications, or
- (2) violation of the terms of the certifications by failing to carry out the requirements as noted above.

- o). Recycling Certification: The Subgrantee hereby certifies under penalty of perjury that 5 percent of the materials, goods, supplies offered, or products used in the performance of the subgrant agreement meets or exceeds the minimum percentage of recycled materials as defined in Sections 121156 and 12200 of the Public Contract Code.
- p). Disabilities: The Subgrantee agrees to comply with the Americans with Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well, as all applicable regulations and guidelines issued pursuant to ADA. (42 U.S.C. 12101 et seq.)

3. Standards of Conduct:

The following standards apply to all Subgrants.

- 1). General Assurance: Every reasonable course of action will be taken by the Subgrantee in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This subgrant agreement will be administered in an

impartial manner, free from efforts to gain personal, financial or political gain.

- 2). Avoidance of Conflict of Economic Interest: An executive or employee of the Subgrantee, an elected official or member of the Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subgrantee or Subgrantor: Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

4. Coordination:

The Subgrantee will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other programs, including the Workforce Investment Act, Wagner-Peyser Act, Title 38 of the United States Code, and other employment and training programs at the state and local level.

The Subgrantee will consult with the appropriate labor organizations and/or employer representatives in the design, operation or modification of the programs under this subgrant agreement.

5. Independent Contractor:

The Subgrantee, and the agents and employees of the Subgrantee, in the performance of this subgrant agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

6. Subcontracting

- a). Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subgrantee will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b). The Subgrantee will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for insuring accountability.
- c). The system for awarding contracts will contain safeguards to insure that the Subgrantee does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

7. Approval:

This Subgrant Agreement is of no force or effect until signed by both parties and approved by Department of General Services, if required. The Subgrantee may not commence performance until such approval has been obtained.

8. Amendment:

This subgrant agreement may be unilaterally modified by the Subgrantor under the following circumstances:

- a). There is an increase or decrease of federal or state funding levels.
- b). A modification to the subgrant agreement is required in order to implement an adjustment to a Subgrantee's plan.
- c). Funds awarded to the Subgrantee have not been expended in accordance with the schedule included in the approved Subgrantee's plan. After consultation with the Subgrantee, the Subgrantor has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Subgrantor.
- d). There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e). An amendment is required to change the Subgrantee's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to the approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

9. Assignment:

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 5 of 14
SUBGRANT NO: M763592
MODIFICATION NO: NEW

This Subgrant Agreement is not assignable by the Subgrantee, either in whole or in part, without the consent of the Subgrantor in the form of a formal written amendment.

10. Resolution:

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably, resolutions should authorize a designated position rather than a named individual.

11. Force Majeure:

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, or other natural disasters such that performance is impossible.

12. Insurance:

Except for city and county governmental entities, Subgrantees must provide the Subgrantor evidence of the coverage specified in a, b, c and d below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.

- a). Subgrantee will obtain a fidelity bond in an amount of not less than N/A, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, the Subgrantee will immediately so notify the Subgrantor. In the event the bond is canceled or revised, the Subgrantor will make no further disbursements until it is assured that adequate coverage has been obtained.
- b). Subgrantee will provide general liability insurance with a combined limit of \$1,000,000 or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
- c). Subgrantee will provide broad form automobile liability coverage with limits as set forth in (b) above, which applies to both owned/leased and non-owned automobiles used by the Subgrantee or its agents in performance of this subgrant agreement, or, in the event that the Subgrantee will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, the Subgrantee will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
- d). Subgrantee will provide Worker's Compensation Insurance, which complies with provisions of the California Labor Code, covering all employees of the Subgrantee and all participants enrolled in work experience programs. Medical and Accident Insurance will be carried for those participants not qualifying as "employee" (Section 3350, et seq. of the California Labor Code) for Worker's Compensation.
- e). The Subgrantor will be named as "Certificate Holder" of policies secured in compliance with paragraphs a-d above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in b and c above must contain the following clauses:
 - (1). Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subgrantee to:

Employment Development Department
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
 - (2). State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
 - (3). The State of California is not responsible for payment of premiums or assessments on this policy

13. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

This subgrant agreement is valid and enforceable only if (1) sufficient funds are made available

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 6 of 14
SUBGRANT NO: M763592
MODIFICATION NO: NEW

by the State Budget Act of the appropriate state fiscal year covered by this subgrant agreement for the purpose of this program and; (2) sufficient funds available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purpose of this program.

It is mutually agreed that if Congress and Legislature does not appropriate sufficient funds for the program, this subgrant agreement shall be amended to reflect any reduction in funds.

The EDD has the option to invalidate this subgrant agreement under the 90-day cancellation clause or to amend the subgrant agreement to reflect any reduction of funds.

In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms of funding of this subgrant agreement in any manner.

- a). At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of this subgrant agreement will be immediately remitted to the Subgrantor, and no longer available to the Subgrantee.
- b). The Subgrantor retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subgrantee is given prompt notice and the opportunity for an informal review of the Subgrantor's decision. The Chief Deputy Director or his designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subgrantee or a Subcontractor of the Subgrantee to comply with the provisions of this subgrant agreement, or with regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- c). The Subgrantee shall be liable to the EDD for all funds not expended in accordance with the law, and shall return to the EDD all of those funds.

14. Accounting and Cash Management:

- a). The Subgrantee will comply with controls, record keeping and fund accounting procedure requirements of federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subgrantee and disbursed by the Subgrantee, under this subgrant agreement.
- b). The Subgrantee will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Subgrantor. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c). The Subgrantor retains the authority to adjust specific amounts of cash requested if the Subgrantor's records and subsequent verification with the Subgrantee indicate that the Subgrantee has an excessive amount of cash in its account.
- d). Income (including interest income) generated as a result of the receipt of program activities, will be utilized in accordance with policy and procedures established by the Subgrantor. The Subgrantee will account for any such generated income separately.
- e). The Subgrantee shall not be required to maintain a separate bank account but shall separately account for all funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subgrantee for deposit in Subgrantee's bank account or city and county governmental bank accounts. To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subgrantee. The Subgrantor will have a lien upon any balance of funds in these accounts, which will take priority over all other liens or claims.

15. Reporting:

The Subgrantee will compile and submit reports of activities, expenditures, status of cash and closeout information by the specified dates as prescribed by the Subgrantor. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this subgrant agreement will result in funds not being released.

16. Termination:

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a). Termination for Convenience - Either the Subgrantor or the Subgrantee may request a

termination, in whole or in part, for convenience. The Subgrantee will give a ninety (90) calendar-day advance notice in writing to the Subgrantor. The Subgrantor will give a ninety (90) calendar-day advance notice in writing to the Subgrantee.

- b). Termination for Cause - The Subgrantor may terminate this subgrant agreement in whole or in part when it has determined that the Subgrantee has substantially violated a specific provision of the governing regulations or implementing state legislation and corrective action has not been taken.
 - (1). The Subgrantee may be relieved of any payments should the Subgrantee fail to perform the requirements of this subgrant agreement at the time and in the manner herein provided. In the event of such termination the Subgrantor may proceed with the work in any manner deemed proper by the Subgrantor. All costs to the Subgrantor shall be deducted from any sum due the Subgrantee under this subgrant agreement and the balance, if any, shall be paid to the Subgrantee upon demand.
 - (2). All notices of termination must be in writing and be delivered personally or by deposit in the U.S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U.S. Postal Service.

Notices to the Subgrantee will be addressed to:

Diane Factor
Los Angeles Healthcare Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020

Notices to the Subgrantor will be addressed to:

Employment Development Department
Workforce Investment Division
Financial Management Unit
P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001

17. Records:

- a). If participants are served under this subgrant agreement, the Subgrantee will establish a participant data system as prescribed by the Subgrantor.
- b). The Subgrantee will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subgrantee will retain the records until the resolution of such litigation or audit.
- c). The Subgrantor and/or the U.S. DOL, or their designee will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subgrantee shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subgrantee shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. The Subgrantee's performance under the terms and conditions herein specified will be subject to an evaluation by the Subgrantor of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

18. Audits:

- a). The Subgrantee will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements of OMB (single audit or program-specific audit requirement) Circular A-133 (29 CFR 97.26 and CFR 95.26).
- b). The Subgrantee and/or auditors performing monitoring or audits of the Subgrantee or its sub-contracting service providers will immediately report to the Subgrantor any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement.
- c). The Subgrantee agrees to include a similar right to the Subgrantor to audit records and interview staff in any subcontract related to performance of this subgrant agreement. (Gov. Code 8546.7, and Pub. Contract Code 10115 et seq., CCR Title 2, Section 1896).

19. Disallowed Costs:

Except to the extent that the state determines it will assume liability, the Subgrantee will be

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 8 of 14
SUBGRANT NO: M763592
MODIFICATION NO: NEW

liable for and will repay, to the Subgrantor, any amounts expended under this subgrant agreement found to be disallowed costs. Such repayment will be from funds other than those received under this subgrant agreement.

20. Conflicts:

- a). The Subgrantee will cooperate in the resolution of any conflict with the subgrantor, or if applicable, the U.S. DOL that may occur from the activities funded under this subgrant agreement.
- b). In the event of a dispute between the Subgrantor and the Subgrantee over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Subgrantor and the Subgrantee. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.
- c). The Subgrantee shall continue with the responsibilities under this subgrant agreement during any dispute.

21. Grievances and Complaint System:

The Subgrantee will establish and maintain a grievance and complaint procedure in compliance with federal regulations and state statutes, regulations and policy.

22. Antitrust Claims:

The Subgrantee by signing this subgrant agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Subgrantee shall comply with the requirements of the Government Codes Sections set out below:

- a). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- b). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may:

- a). Upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- b). Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (1) the assignee has not been injured thereby, or (2) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

23. Property:

All property, whether finished or unfinished documents, data, studies and reports prepared or purchased by the Subgrantee under this subgrant agreement, will be disposed of in accordance with the direction of the Subgrantor. In addition, any tools and/or equipment furnished to the Subgrantee by the Subgrantor and/or purchased by the Subgrantee with funds pursuant to this subgrant agreement will be limited to use within the activities outlined in this subgrant agreement and will remain the property of the United States Government, the State of California and/or the Subgrantor. Upon termination of this subgrant agreement, the Subgrantee will immediately return such tools and/or equipment to the Subgrantor or dispose of them in accordance with the direction of the Subgrantor.

24. Intellectual Property Provisions:

- a). Federal Funding

In any subgrant funded in whole or in part by the federal government, the Subgrantor may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the subgrant, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b). Ownership

- (1). Except where the Subgrantor has agreed in a signed writing to accept a license, the Subgrantor shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Subgrantee or the Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2). For the purposes of this subgrant agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by the Subgrantor, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a). For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- (3). In the performance of this subgrant agreement, the Subgrantee may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this subgrant agreement. In addition, under this subgrant agreement, the Subgrantee may access and utilize certain of the Subgrantor's intellectual property in existence prior to the effective date of this subgrant agreement. Except as otherwise set forth herein, the Subgrantee shall not use any of the Subgrantor's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of the Subgrantor. Except as otherwise set forth herein, neither the Subgrantee nor the Subgrantor shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this subgrant agreement, the Subgrantee accesses any third-party Intellectual Property that is licensed to the Subgrantor, the Subgrantee agrees to abide by all license and confidentiality restrictions applicable to the Subgrantor in the third-party's license agreement.
- (4). The Subgrantee agrees to cooperate with the Subgrantor in establishing or maintaining the Subgrantor's exclusive rights in the Intellectual Property, and in assuring the Subgrantor's sole rights against third parties with respect to the Intellectual Property. If the Subgrantee enters into any agreements or subcontracts with other parties in order to perform this subgrant agreement, the Subgrantee shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph twenty-four a). through twenty-four i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the Subgrantor all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, subgrantee or subgrantor and which result directly or indirectly from this subgrant agreement or any subcontract.
- (5). Pursuant to paragraph twenty-four (b) (4) of the Intellectual Property Provisions in Exhibit BB to this subgrant agreement, the requirement for the Subgrantee to include all Intellectual Property Provisions of paragraph twenty-four a) through twenty-four i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to subgrant agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

- (6). The Subgrantee further agrees to assist and cooperate with the Subgrantor in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce Subgrantor's Intellectual Property rights and interests.

c). Retained Rights / License Rights

- (1). Except for Intellectual Property made, conceived, derived from, or reduced to practice by the Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement, the Subgrantee shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this subgrant agreement. The Subgrantee hereby grants to the Subgrantor, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of the Subgrantee's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this subgrant agreement, unless the Subgrantee assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2). Nothing in this provision shall restrict, limit, or otherwise prevent the Subgrantee from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that the Subgrantee's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of the Subgrantor or third party, or result in a breach or default of any provisions of the paragraph twenty-four a) through twenty-four i) or result in a breach of any provisions of law relating to confidentiality.

d). Copyright

- (1) The Subgrantee agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph twenty-four (b) (2) (a) of authorship made by or on behalf of the Subgrantee in connection with the Subgrantee's performance of this subgrant agreement shall be deemed "works made for hire." The Subgrantee further agrees that the work of each person utilized by the Subgrantee in connection with the performance of this subgrant agreement will be a "work made for hire," whether that person is an employee of the Subgrantee or that person has entered into an agreement with the Subgrantee to perform the work. The Subgrantee shall enter into a written agreement with any such person that: (i) all work performed for the Subgrantee shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to the Subgrantor to any work product made, conceived, derived from or reduced to practice by the Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement.
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this subgrant agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by the Subgrantee or the Subgrantor and which result directly or indirectly from this subgrant agreement may not be reproduced or disseminated without prior written permission from the Subgrantor.

e). Patent Rights

With respect to inventions made by the Subgrantee in the performance of this subgrant agreement, which did not result from research and development specifically included in the Subgrantee's scope of work, the Subgrantee hereby grants to the Subgrantor a license as described under paragraph twenty-four c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the subgrant agreement's scope of work, then the Subgrantee agrees to assign to the Subgrantor, without additional compensation, all its right, title and interest in and to such inventions and to assist the Subgrantor in securing United States and foreign patents with respect thereto.

f). Third-Party Intellectual Property

Except as provided herein, the Subgrantee agrees that its performance of this subgrant agreement shall not be dependent upon or include any Intellectual Property of the Subgrantee or third party without first: (i) obtaining the Subgrantor's prior written approval; and (ii) granting to or obtaining for the Subgrantor's, without additional compensation, a license, as described in paragraph twenty-four c), for any of the Subgrantee's or third-party's Intellectual Property in existence prior to the effective date of this subgrant agreement. If such a license upon these terms is unattainable, and the Subgrantor determines that the Intellectual Property should be included in or is required for the Subgrantee's performance of this subgrant agreement, the Subgrantee shall obtain a license under terms acceptable to the Subgrantor.

g). Warranties

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 11 of 14
SUBGRANT NO: M763592
MODIFICATION NO: NEW

(1). The Subgrantee represents and warrants that:

- (a). It has secured and will secure all rights and licenses necessary for its performance of this subgrant agreement.
 - (b). Neither the Subgrantee's performance of this subgrant agreement, nor the exercise by either Party of the rights granted in this subgrant agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by the Subgrantee or Subgrantor and which result directly or indirectly from this subgrant agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by the Subgrantee.
 - (c). Neither the Subgrantee's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (d). It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
 - (e). Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
 - (f). It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the Subgrantor in this subgrant agreement.
 - (g). It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this subgrant agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h). It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way the Subgrantee's performance of this subgrant agreement.
- (2). SUBGRANTOR MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS SUBGRANT AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

h). Intellectual Property Indemnity

- (1). Subgrantee shall indemnify, defend and hold harmless the Subgrantor and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not the Subgrantee is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of the Subgrantee pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of Subgrantor's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by the Subgrantee or the Subgrantor and which result directly or indirectly from this subgrant agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this subgrant agreement. The Subgrantor reserves the right to participate in and/or control, at the Subgrantee's expense, any such infringement action brought against the Subgrantor.
- (2). Should any Intellectual Property licensed by the Subgrantee to the Subgrantor under this subgrant agreement become the subject of an Intellectual Property infringement claim, the Subgrantee will exercise its authority reasonably and in good faith to preserve the Subgrantor's right to use the licensed Intellectual Property in accordance with this

subgrant agreement at no expense to the Subgrantor. The Subgrantor shall have the right to monitor and appear through its own counsel (at Subgrantee's expense) in any such claim or action. In the defense or settlement of the claim, the Subgrantee may obtain the right for the Subgrantor to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the Subgrantor may be entitled to a refund of all monies paid under this subgrant agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

- (3). The Subgrantee agrees that damages alone would be inadequate to compensate Subgrantor for breach of any term of these Intellectual Property provisions of paragraph twenty-four a) through twenty-four i) by the Subgrantee. The Subgrantee acknowledges the Subgrantor would suffer irreparable harm in the event of such breach and agrees the Subgrantor shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i). Survival

The provisions set forth herein shall survive any termination or expiration of this subgrant agreement or any project schedule.

25. Confidentiality Requirements:

The State of California and the Subgrantee will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and information about specific clients receiving services. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges, the Department of Alcohol and Drug Programs, and individuals requesting program services.

The Subgrantor and Subgrantee agree that:

- a). Each party shall keep all confidential information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b). Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c). The Subgrantee agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
 - i. Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
 - ii. Publication: Prior to publication, the Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
 - iii. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d). Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or to the public.
- e). The Subgrantee shall notify the Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 13 of 14
SUBGRANT NO: M763592
MODIFICATION NO: NEW

The Subgrantee shall cooperate with the Subgrantor in any investigations of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- f). The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g). At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h). Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- i). Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j). Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k). If the Subgrantor or Subgrantee enters into an agreement with a third party to provide services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- l). The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS. The Subgrantee shall ensure that all such subcontracts comply with the intellectual property requirements of paragraph 24 of this Subgrant, the confidentiality requirements of paragraph 25 of the subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:
 - (1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later. (29 CFR sec. 97.42 (b)(2).)
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.

WIA SUBGRANT AGREEMENT

Subgrantee: LA COUNTY DEPT OF HEALTH SVCS

Exhibit BB
Page 14 of 14
SUBGRANT NO: M763592
MODIFICATION NO: NEW

- (3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly, and immediately communicated to the client upon registration within the One-Stop or for CalJOBS, the subcontractor's resume-distribution services, or any other services the subcontractor offers to the client or the One-Stop Operator.
 - (4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the Subgrantor modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.
- m). Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE SUBGRANTOR

Name: Elizabeth J. Clingman
Title: Section Manager
Address: P.O. Box 826880, MIC 69
Sacramento, CA 94280-0001
Telephone: (916) 654-9699
Fax: (916) 654-9586

FOR THE SUBGRANTEE

Name: Joe Ralston
Title: Data Systems Manager
Address: 500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
Telephone: (213) 639-2256
Fax: (213) 380-4142

26. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto.
The Subgrantee will not commence performance prior to the beginning of this subgrant agreement.

Revised May 2006

NARRATIVE

Subgrantee: County of LA Dept of Health ServicesSubgrant number M763592Initial Plan ☒Modification ☐

Mod. Number

I. Funding Category:

☐

Growth Industries

☒

Industries with Statewide Need

☐

Removing Barriers

☐

Veterans

II. Program Narrative

INTENT AND TARGET GROUP

In Fiscal Year (FY) 2001-02, the County of Los Angeles Department of Health Services (DHS) employees began receiving Workforce Investment Act (WIA) services and training through a comprehensive program jointly developed between the Los Angeles County Workforce Investment Board (WIB), DHS and the Service Employee International Union (SEIU) Local 660 to begin the process of building the infrastructure of the Health Care Workforce Development Program (HCWDP). The HCWDP, originally a requirement of the Los Angeles County DHS Medicaid Demonstration Project (1115 Waiver), is comprised of training programs intended to serve incumbent workers that are part of the DHS workforce and who are impacted by the restructuring of the public healthcare system.

This reflects the work accomplished at comprehensive health centers, clinics, public health programs, and five major L.A. County Hospitals: Olive View Medical Center; LAC-USC Medical Center; King Drew Medical Center; Harbor-UCLA Medical Center, Rancho Los Amigos National Rehabilitation Center; and various out-patient clinics throughout Los Angeles County.

The HCWDP continues to be attentive to the current and changing needs of the healthcare system, which suffers from a very short supply of licensed nurses and other much needed allied health professionals. In a climate of severe regional nursing shortages, the ability to educate and promote incumbent workers into key occupational vacancies has proved to be the most effective method to recruit and retain desperately needed health care professionals. The HCWDP offers long-term career path programs in nursing and other critically needed allied health professions.

In addition, skill enhancement workshops are offered to improve the service provided by DHS employees to address the changing needs and demographics of the patient population. Skill enhancement workshops include both advanced courses for professional staff and more generic skill enhancement workshops that

have been identified as both marketable and necessary skills in the healthcare sector.

Out of the approximately 19,000 permanent DHS workers who provide direct patient care or allied services in five acute care public hospitals, seven comprehensive health centers, and over 20 outpatient clinics located throughout Los Angeles County, approximately 7,500 have already received one or more training services since the program's inception in July 2001. As a result of this year's funding, an additional 2,691 DHS employees will be enrolled into the program, and approximately 4,731 training activities will be provided. This number includes approximately 142 employees who have remained in long-term nursing and medical record coder programs that began in FY 2005/06.

The HCWDP will report the actual number of individuals enrolled per WIA performance reporting guidelines. However, it should be noted that approximately 50% of DHS workers enrolled in the program will receive multiple trainings/services. Many participants enter the program participating in one of the assessment workshops, basic adult academic skills or skill enhancement workshops, and then move into career path programs in nursing or other needed allied health professions. For this reason, there are many participants who have multiple training/services.

SCOPE OF WORK

Description of Project

Project Goals: These goals serve both the individual participants and the health care system where they work.

Goal 1: Continue training programs that address critical labor shortages by training DHS employees to promote into needed nursing and allied health occupations;

Goal 2: Continue training workshops which upgrade critically needed skills such as communications, information technology and academic skills. These innovative training courses lead to job retention, stability, and improve the quality of care.

Under Goal One, the HCWDP prepares lower wage workers to promote into vacant stable positions in nursing and other allied health professions. All participants in these long-term nursing and allied health programs are guaranteed promotional slots in DHS once they successfully pass their licensure or certification exams.

Currently 26 workers are enrolled in a registered nurse (RN) program and 18 workers are enrolled in a licensed vocational nurse (LVN) program that began in FY 2005/06. (Thirty-eight additional employees are enrolled in RN programs supported by a Nursing Education Initiative 15% WIA grant). Another cohort of RN

and LVN nursing students, who have been preparing to begin programs, will do so in this fiscal year.

Under Goal One, in the allied health field, 122 employees are continuing in an 18-month part-time advanced or basic medical record coder (MRC) program that began in FY 2005/06. Another 31 employees began a basic MRC program in August. Successful participants will fill vacant medical record coder positions upon completion, beginning in January 2007. Programs for surgery technicians, psychiatric technicians, and radiology technicians will begin in this fiscal year. Refer to Exhibit DD, Training Outcomes for more detail.

Under Goal Two, to support the preparation of lower wage incumbent workers into healthcare career path programs, the HCWDP established an adult basic education and refresher study skills courses, and a coach/tutor-mentoring program. To date, these innovative retention programs have offered college preparation training and adult basic education to over 2,691 workers. These academic preparation courses, along with key pre-requisite courses and intensive coaching and tutoring services, have tripled the number of employees prepared to enter college-level career path professional programs.

Other skill enhancement workshops focus on the identified generic skills gaps in the areas of communications, information technology and specific technical skills required for employees to improve their abilities to remain both marketable and provide quality service and care. The courses to be offered in FY 2006/07 include Spanish language for health care provider courses, basic computer skills, leadership/teamwork skills and specific post-licensure nursing skills

Project Funding

The Governor provided \$5.7 million in the FY 2006-07 budget to continue the work of the HCWDP. This commitment represents half of the \$11.4 million remaining funds that were originally committed under the terms of the 1115 Waiver Demonstration Project for 2000-2005 (Waiver Project). Under the Waiver Project \$40 million over five years was committed to HCWDP, \$26.6 million in State funds and \$13.4 million in County matching funds. The HCWDP will be requesting the remaining \$5.7 million of State funds for FY 2007/08.

The HCWDP has already expended the \$13.4 million County matching funds committed under the Waiver Project. In FY 2006/07, the HCWDP will use an additional \$2.5 million in County Tobacco Settlement funds to continue programs, after expending the State \$5.7 million allocation. The HCWDP is requesting additional County funds for FY 2007/08, with expected approval in June 2007.

Approximately 73% of the budget funds subcontracts to educational providers. The remaining 27% includes enrollment, recruitment, case management, and supportive and administrative services.

Measurable Outcomes

This fiscal year, the HCWDP will provide counseling, assessment, academic preparation, skill enhancement workshops and career path training services to approximately 2,691 individual employees. Some of these employees will participate in more than one training and/or workshop for a total of over 4,731 training activities. The specific training activity outcomes of the the HCWDP are addressed in Exhibit DD, Training Outcomes.

The HCWDP proposes to meet the State retention rate of 80% and show an average earnings change of \$7,500. The HCWDP will track the progress of participants in Goal One and Goal Two using their own internal processes to better show to the State the success of incumbent workers that the JTA system is not set up to measure. They estimate an average annual increase of \$20,600 for Goal One and \$1,600 for Goal Two from the time the participant entered the program until time of exit.

As a result of these activities, many employees will be prepared to enter career path programs that will lead to wage gains upon successful completion, certification or licensure, and placement in their new health care profession. This path can take many months, but the eventual outcomes are very dramatic, both for the individual workers, and for the LA Department of Health Services, who is in desperate need of new health care professionals. The HCWDP tracks progress during the various phases of the career path, including successful academic preparation, retention in career path programs, retention after promotion and wage gains as a result of the new position. The HCWDP will provide quarterly reports tracking these indicators for the participants.

INFRASTRUCTURE OF THE PARTNERSHIP

- Los Angeles County Department of Health Services (DHS) and Services Employees International Union (SEIU) Local 660

Through a subcontract to the non-profit entity, the Worker Education and Resource Center, DHS works with SEIU Local 660 to ensure program administration and implementation of the HCWDP. The HCWDP staff will function to ensure that all training programs are successfully implemented and that employees are properly selected, assessed, tutored, and placed. The HCWDP staff provides core, intensive, case management and follow-up services. The HCWDP operates as one entity, with a blended staff of DHS employees and staff assigned to the project through the agreement with the Worker Education & Resource Center. The HCWDP central office and training space will be provided

via the agreement with SEIU 660, and DHS will provide satellite office/training space located near the DHS facilities.

- Activities among the DHS massive labor force located throughout the County will be orchestrated through coordination of identified personnel in various facilities, under the Joint Labor/Management Project Teams. Joint Labor/Management Project Teams have been established to guide training and educational activities for specific initiatives such as "Medical Record Coders," and "Nursing Services." Each team includes facilities based managers and employees who have direct knowledge and information about the training needs and implementation issues for specific training.
- A Labor Management Training Board (LMTB) has been established consisting of 12 representatives (six senior officials from DHS and six from SEIU). Primary responsibility for planning activities and policy-making concerning the HCWDP will rest with the LMTB. Through the LMTB, labor representatives, and DHS' operations, human resources, and administrative staff will act as partners in providing advice and technical support to the Director, and as appropriate, to the Board of Supervisors related to the development and implementation of the HCWDP.
- An Advisory Board of recognized experts in health care education, workforce development, adult education, labor market research and elected officials, patient advocates and community based organizations will provide program guidance and technical expertise.

TRAINING OUTCOMES

Subgrantee: <u>County of Los Angeles Department of Health Services</u>		Subgrant Number	<u>M763592</u>
Initial Plan	X	Modification	Modification Number

Program Goals	Participants	Training Activities
Goal 1: Continue training programs that address critical labor shortages by training DHS employees to promote into needed nursing and allied health		
Nursing		
Specialty and Skill Enhancement	600	600
Generic Registered Nurse (RN) program (24 months)	49	49
Licensed Vocational Nurse (LVN) to RN program (14 months)	51	51
LVN (18 months)	23	23
Nursing Instructor Course	20	20
Allied Health Professions		
Medical Record Coding	142	142
Phlebotomy	30	30
Surgery Tech	40	40
Radiology Technician Skills Enhancement	40	40
Central Service Technician	60	60
Psychiatric Technician	30	30
Subtotal	1,085	1,085
Goal 2: Continue training workshops which upgrade critically needed skills such as communications, information technology, and academic skills. These innovative training courses lead to job retention, stability, and	1,606	
Preparatory classes		
College Foundation and pre-Medical Record Coder		100
Basic academic skills		540
Pre-LVN		
Pre-Psych Tech		82
Computer Literacy and Advanced IT		2,100
Spanish language for health care workers – basic and advanced		574
Leadership/Teambuilding		250
Other portable skills programs to be identified		
Subtotal		3,646
TOTAL	2,691	4,731

Quarterly Outcomes	09/06 Qtr 1	12/06 Qtr 2	03/07 Qtr 3	06-07 Qtr 4	09/07 Qtr 5	12/07 Qtr 6
Total Participants Enrolled	1,022	1,344	1,754	2,091	2,291	2,691
Skill Enhancement Courses	738	1,110	1,433	1,770	1,970	2,435
Career Path Programs	234	209	296	236	112	30
Completed Career Path Programs		25	25	85	209	226
Retained after promotion			25	110	180	226
Retained after exit			25	25	180	226
Total Participants Exited		300	600	1,200	2,161	2,661

BUDGET PLAN**General Fund Budget**

July 1, 2006 - December 31, 2007

Subgrantee: <u>County of Los Angeles Department of Health Services</u>	Subgrant number: <u>M763592</u>
Initial Plan <input checked="" type="checkbox"/> Modification <input type="checkbox"/>	Mod. Number: _____

Expense Item	Administration	Program	Total
A. Staff Salaries	\$70,324	\$783,118	\$853,442
B. Staff Fringe Benefits	\$34,638	\$385,731	\$420,369
C. Staff Travel	\$427	\$4,753	\$5,180
D. Facilities and Communications	\$433	\$4,819	\$5,252
E. Consumable Office Supplies	\$1,475	\$16,423	\$17,898
F. Furniture and Equipment			
1. Purchase (Nothing cost more than \$5,000)	\$1,895	\$21,105	\$23,000
2. Purchase (Unit cost is \$5,000 or more and useful life is more than one yr.)	\$0	\$0	\$0
3. Lease (Contractual)	\$0	\$0	\$0
G. Consumable Testing & Instructional Materials			\$0
H. Tuition Payment/Vouchers			\$0
I. OJT Reimbursements			\$0
J. Participant Wages & Fringe Benefits			\$0
K. Supportive/Job Retention Services			\$0
L. Indirect Cost * 18% of Salaries & Benefits	\$229,286	\$0	\$229,286
M. Other (Contractor & Subcontractors):	\$0	\$4,145,573	\$4,145,573
N. Total	\$338,478	\$5,361,522	\$5,700,000

PLANNED QUARTERLY EXPENDITURES July 1, 2006 - December 31, 2007	FISCAL YEAR 06/07				FISCAL YEAR 07/08	
	1st QTR	2nd QTR	3rd QTR	4th QTR	1st QTR	2nd QTR
	Sep-06	Dec-06	Mar-07	Jun-07	Sep-07	Dec-07
State - General Fund	\$712,614	\$1,443,733	\$2,542,648	\$901,005	\$50,000	\$50,000
County- DHS Match	*	*	*	\$2,484,000	\$1,653,674	\$2,258,333

Supplemental Budget Form

Subgrantee:	Los Angeles County Department of Health Services	Subgrant number	M763592
Initial Plan	<input checked="" type="checkbox"/>	Modification	<input type="checkbox"/>
		Mod. Number	

I. Equipment

Equipment Item Description*	Quantity	Total Cost	Percent Charged to Project	Total Cost Charged to Project
Nothing with a cost of over \$5,000 will be purchased against this grant				

* List equipment items having a useful life of more than one year with a unit acquisition cost of \$5,000 or more being charged to this project.

II. Contractual Services

Contractual Services Description— Type of Service	Contract Cost	Service Provider If Known
College Foundation Courses	\$100,000	Los Angeles Valley College
Clinical Resource Management	\$40,000	Kathleen Lohr
Clinical Resource Management	\$32,000	Global Vista
Health Information Coding	\$400,000	Drew University
Health Information Coding	\$285,000	East Los Angeles College
Instruction/Training/Consulting/Support	\$8,000	Jeanne Higgins
Instruction/Training/Consulting/Support	\$60,000	Joseph Morris
Instruction/Training/Consulting/Support	\$75,000	Mary Paquette
Phlebotomy	\$5,000	Family Health Services
Nursing – LVN	\$30,000	Citrus College
Nursing – RN	\$500,000	Mt. San Antonio College

Contractual Services (continued)		
Nursing – Generic RN	\$156,000	College of Nursing & Allied Health
Nursing – LVN to RN	\$156,000	College of Nursing & Allied Health
Nursing – LVN	\$50,000	Los Angeles Unified School District
Team Building/Leadership Training	\$197,000	True Colors
Administration and Instructional Services	\$3,645,092	WERC
Nursing - Post Licensure	\$30,000	El Camino
Nursing - Post Licensure	\$40,000	Flex Ed
Nursing – Post Licensure	\$225,000	Loyola Marymount University
Psych Science Pre-requisites	\$30,000	To be procured
Certified Coding Specialist Exam Prep	\$55,000	Codebusters
Psych Tech	\$50,000	Cypress College
Rad Tech	\$75,000	To be procured
Central Service Tech	\$5,000	To be procured
Surgical Tech	\$50,000	To be procured
Total	\$6,299,092*	

* Expenditures in excess of \$5.7 State General Funds will be covered by Los Angeles County Department of Health Services.

SUBGRANT AGREEMENT
EXHIBIT COVER SHEET

Exhibit NN
Page 1 of 1

Subgrant No: M763592

Modification No: New

Subgrantee Name: LA County Dept of Health Services

Funding Source: General Fund

Term of These Funds: July 1, 2006 To: December 31, 2007

Use of these funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

This action is taken to initiate the Los Angeles County Health Care Workforce Development project (HCWDP) by incorporating \$5,700,000 of State general funds into this subgrant for the term of July 1, 2006 through December 31, 2007.

The HCWP project is an incumbent worker career path and skill enhancement training program for the employees of the County of Los Angeles Department of Health Services (LADHS) represented by the Service Employees International Union. LADHS encompasses the five safety net hospitals and over twenty clinics serving poor and uninsured residents of Los Angeles County. HCWDP offers counseling, assessment, academic preparation, skill enhancement workshops and career path training programs for employees in order to fill critical nursing and allied health professions and upgrade their skills to retain stable employment and improve the quality and access to healthcare services.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.